

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 24 PAGES	
1. REQUEST NO. RFQ-RT-13-00032		2. DATE ISSUED 01/03/2012		3. REQUISITION/PURCHASE REQUEST NO. PR-ORD-12-03002	
				4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	
5a. ISSUED BY RTPPOD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: E105-02 Research Triangle Park NC 27709		6. DELIVERY BY (Date)			
		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
		9. DESTINATION			
		a. NAME OF CONSIGNEE ORD/NHEERL/EPHD			
5b. FOR INFORMATION CALL: (No collect calls)		b. STREET ADDRESS US Environmental Protection Agency 104 Mason Farm Road			
NAME Jeffery Clodfelter		TELEPHONE NUMBER AREA CODE 919 NUMBER 541-0796			
8. TO:					
a. NAME		b. COMPANY			
c. STREET ADDRESS		c. CITY Chapel Hill			
d. CITY		e. STATE		f. ZIP CODE	
		NC		27514	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 01/10/2013 1600 ES		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quote. Any representations and/or certifications attached to this Request for Quotations must be completed by the quote.			

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Region V RARE Project: Analysis of Data from Health Study of Manganese Exposure in East Liverpool, Ohio  Analyze Data from Health Study for Airborne Manganese Health Effects in East Liverpool, Ohio				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE
					AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

TABLE OF CONTENTS

1. 52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012) .....	Page 3
2. 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-- Commercial Items. (NOV 2012) .....	Page 9
3. EPA-H-09-107 Unpaid Federal Tax Liability & Felony Criminal Violation Certification..	Page 15
4. EPA-K-04-101 Representation by Corporations Regarding a Felony Conviction Under Federal Law or Unpaid Federal Tax Liability.....	Page 15
 Addendum to FAR CLAUSE 52.212-4.....	Page 17
1. NOTICE Listing Contract Clause Incorporated by Reference.....	Page 18
2. Period of Performance .....	Page 18
3. Consideration and Payment.....	Page 18
4. Contract Administration Representatives.....	Page 20
5. Government Holidays .....	Page 21
6. Request for Documentation to Support Price.....	Page 22
 STATEMENT OF WORK.....	Page 22

## **1. 52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)**

### **CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (B) Affected contract number and delivery order number, if applicable;
    - (C) Affected contract line item or subline item, if applicable; and
    - (D) Contractor point of contact.
  - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.
  - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors

to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.



(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

**2. 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-- Commercial Items. (NOV 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter-1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

\_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

- \_\_\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.
- \_\_\_ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- \_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **3. EPA-H-09-107 Unpaid Federal Tax Liability & Felony Criminal Violation Certification.**

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required

### **4. EPA-K-04-101 Representation by Corporations Regarding a Felony Conviction Under Federal Law or Unpaid Federal Tax Liability**

(a) In accordance with Sections 433 and 434, of the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012 (H.R. 2055; Pub. L. 112-74), none of the funds made available by the Act may be used to enter into a contract with any corporation that:

(1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government;

(2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that:

(1) It is ☐ is not ☐ a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months,

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its representation was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A representation that any of the items in paragraph (b) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the representation required by paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The representation in paragraph (b) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly provided an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

THIS REPRESENTATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT REPRESENTATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.



ATTACHMENT 1

ADDENDUM TO FAR CLAUSE 52.212-4

### 1. NOTICE Listing Contract Clause Incorporated by Reference

#### NOTICE:

The following solicitation provision and/or contract clauses pertinent to this addendum are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS

### 2. PERIOD OF PERFORMANCE

The period of performance of this contract shall be for 12 months from the date of award inclusive of all deliverables with two option period of 12 months each to extend the period of performance for an additional 24 months.

### 3. Consideration and Payment

The fixed price of this contract is \_\_\_\_\_.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>of Total Price of Period</u>	<u>Total</u>
001	Deliverable 1 in accordance with SOW	1	EA	15%	\$ _____
002	Deliverable 2 in accordance with SOW	1	EA	15%	\$ _____
003	Deliverable 3 in accordance with SOW	1	EA	30%	\$ _____
004	Deliverable 4 in accordance with SOW	1	EA	30%	\$ _____
005	Deliverable 5 in accordance with SOW	1	EA	10%	\$ _____
				Base Period Fixed Price Total	\$ _____
006	Deliverable 6 in accordance with SOW	1	EA	15%	\$ _____
007	Deliverable 7 in accordance with SOW	1	EA	10%	\$ _____
008	Deliverable 8 in accordance with SOW	1	EA	15%	\$ _____
009	Deliverable 9 in accordance with SOW	1	EA	10%	\$ _____

010	Deliverable 10 in accordance with SOW	1	EA	30%	\$_____
011	Deliverable 11 in accordance with SOW	1	EA	10%	\$_____
012	Deliverable 12 in accordance with SOW	1	EA	10%	\$_____

Option Period I Fixed Price Total \$\_\_\_\_\_

013	Deliverable 13 in accordance with SOW	1	EA	15%	\$_____
014	Deliverable 14 in accordance with SOW	1	EA	10%	\$_____
015	Deliverable 15 in accordance with SOW	1	EA	20%	\$_____
016	Deliverable 16 in accordance with SOW	1	EA	15%	\$_____
017	Deliverable 17 in accordance with SOW	1	EA	10%	\$_____
018	Deliverable 18 in accordance with SOW	1	EA	20%	\$_____
019	Deliverable 19 in accordance with SOW	1	EA	10%	\$_____

Option Period II Fixed Price Total \$\_\_\_\_\_

Payment will be made in Accordance with the payment schedule below:

Partial payment upon completion of Deliverable 1..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 2..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 3..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 4..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 5..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 6..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 7..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 8..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 9..... \$\_\_\_\_\_

Partial payment upon completion of Deliverable 10..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 11..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 12..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 13..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 14..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 15..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 16..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 17..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 18..... \$ \_\_\_\_\_  
Partial payment upon completion of Deliverable 19..... \$ \_\_\_\_\_

Partial payments are authorized with receipt of an invoice and approval of the Project Officer.

PARTIAL PAYMENT AUTHORIZED

#### **4. CONTRACT ADMINISTRATION REPRESENTATIVE (EP 52.242-100) (AUG 1984)**

Project Officer (s) for this contract:

Project Officer:

Edward E. Hudgens  
US EPA  
109 T.W. Alexander Drive  
Mail Code: 58C  
Research Triangle Park, NC 27709  
(919)966-0642  
E-mail address: [hudgens.edward@epa.gov](mailto:hudgens.edward@epa.gov)

Contract Specialist (s) responsible for administering this contract:

Administrative Contracting Officer:

Lenora Hilliard  
US EPA  
109 T.W. Alexander Drive  
Mail Code: E105-02  
Research Triangle Park, NC 27709  
(919)541-4392  
E-mail address: [hilliard.lenora@epa.gov](mailto:hilliard.lenora@epa.gov)

Administrative Contracting Specialist:

Jeffery Clodfelter

US EPA  
109 T.W. Alexander Drive  
Mail Code: E105-02  
Research Triangle Park, NC 27709  
(919)541-0796  
E-mail address: [clodfelter.jeffery@epa.gov](mailto:clodfelter.jeffery@epa.gov)

## **5. Government Holidays**

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day  
Martin Luther King's Birthday  
President's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

## **6. Request for Documentation to Support Price**

YOU MUST PROVIDE A COMPLETE BREAKDOWN OF YOUR PROPOSED AMOUNT. FOR EXAMPLE, IF YOU ARE QUOTING A HOURLY RATE, YOU MUST STATE SO AND PROVIDE SUPPORTING DOCUMENTATION FOR THIS RATE i.e.; 3 INVOICES OF SIMILAR OR THE SAME EQUIPMENT TO OTHER THAN EPA THAT SHOW YOU HAVE CHARGED THIS RATE TO OTHER CUSTOMERS. IF YOUR UNIT COST IS MADE UP OF OTHER ITEMS i.e.; LABOR RATE, OVERHEAD, G & A, PROFIT, MATERIALS, TRAVEL, CONFERENCE FACILITY, ETC. YOU MUST PROVIDE A COMPLETE BREAKDOWN WITH APPROPRIATE SUPPORTING DOCUMENTATION (NEGOTIATED RATE AGREEMENT, FOR EXAMPLE) ON THE ATTACHED PRICING/COST INFORMATION SHEET.

**ATTACHMENT 2**

**STATEMENT OF WORK**

**RFQ-RT-13-00032**  
**STATEMENT OF WORK**

**A. Background Information**

Potential neurotoxicity from airborne Manganese (Mn) exposure has been a community and risk assessment concern for more than a decade in Region 5 (e.g. OH, MI). The RARE program funded a 2009-2010 Mn health study in Marietta OH near a large industrial emitter of airborne Mn, led by San Francisco State University. Mt. Vernon OH, demographically similar to Marietta but without large industrial Mn emission sources, was used as the comparison community for Marietta. Initial Marietta-Mt. Vernon comparisons generally indicate a lack of major health effect differences between the two towns. In November 2011, San Francisco State University conducted a study using the same protocols, staff and measurement techniques in East Liverpool OH. Some of the highest chronic US residential Mn inhalation exposures are likely to have occurred in this area, with outdoor Mn concentrations up to 50-fold higher than the previous two Ohio towns.

The proposed comparisons of the results from the enrolled cohorts in these three communities are important in that either positive results (differences between East Liverpool and comparison communities) or negative results (little or no differences among communities) inform the issue of potential health effects of residential airborne Mn exposure, a recognized gap in Mn health effects literature. Therefore, either outcome can help inform the need for greater airborne Mn control. In addition, the present requirement addresses the USEPA Administrator's environmental justice priority. The poverty rate is higher in East Liverpool (25.2%) than in Marietta (16.9%), Mt. Vernon (15.6%), the State of Ohio (7.8%) or the U.S. (9.2%).

**B. Purpose and Objectives**

This study will evaluate whether long term (minimum 10 years) residential airborne Mn exposure can affect human health. The Contractor shall compare already available study data from adult residents of Marietta and Mt. Vernon with the results with those of East Liverpool for biomarkers (blood metals, toenails, hair), medical tests (symptoms; illnesses; Unified Parkinson's Disease Rating Scale evaluation), functional tests (mood; neuropsychological tests such as working memory and attention, verbal skills, motor dexterity/strength, visual tracking speed); and questionnaires (life style habits; work; dietary Mn). Key research questions include:

- Are blood and plasma Mn (controlled for Cd, Hg, and Pb exposure by measuring these metals in whole blood; controlled for Fe status and liver function by measuring plasma ferritin and the hepatic enzymes ALT and GGT, respectively) significantly elevated in East Liverpool adult residents vs. those in Marietta and Mt. Vernon? An additional novel diagnostic biomarker using toenails and hair shall be used to assess longer term Mn exposure (7-10 months).
- What differences in environmental and lifestyle factors may contribute to blood, hair, and toenail Mn levels in East Liverpool residents?
- Is Mn body burden associated with altered neurological and neuropsychological function, or medical symptoms and illnesses?
- Do health outcomes (e.g. neuropsychological test results) differ among the three towns?
- Can Mn exposure-effect relationships with health and illness be shown through use of an exposure index?

The November 2011 community based study was a high visibility research initiative within this Region. Several newspaper articles and television reports featuring San Francisco State University tracked the progress of the study during the field data collection portion of this project. The Region has since received enquiries from the

media asking for updates and any findings. In order to address community concerns, the Contractor shall prepare and present the results of this study in a public meeting in East Liverpool, Ohio

#### C. Specific Objectives/Milestones to be Performed by the Contractor

The Contractor shall send individualized reports to the East Liverpool, Ohio study participants; prepare and conduct a public meeting in East Liverpool to present and explain results of the study; measure the Mn content of hair samples and report the results to the EPA; analyze data; produce reports and manuscripts for this study.

The Contractor shall abide by the requirements of the previously EPA approved Quality Assurance Project Plan (QAPP) for this study, developed under Contract EP-11-D-000424.

In the Base Year, the Contractor shall perform the following Tasks:

1. Send individualized reports to the East Liverpool, Ohio study participants (a total of 86 reports). The Contractor shall include their contact information as part of these reports and be prepared to answer questions from study participants. The Contractor shall prepare and conduct a public meeting in East Liverpool to present and explain results of the study, to date. The Contractor shall be responsible for finding and renting the meeting location. This location must be able to seat a minimum of 150 people. The Contractor, in conjunction with representatives from the State of Ohio, shall publicize the date, location and topic material for the public meeting. The Contractor's presentation materials will require EPA review and approval prior to the public meeting. The Contractor shall deliver a copy of their presentation materials and script to the EPA at least three weeks prior to the public meeting. The EPA will review the presentation and obtain clearance within 14 calendar days of receipt. This review is required under an Office of Research and Development (ORD) internal policy which can be found at:

<http://dcordhqapps1.epa.gov:9876/ORMA/ActXMIT.nsf/de624e5eddab032b85256cdf00594b3b/961ddad20fade56685257a60005be648?OpenDocument>

In brief, "Clearance is the process of obtaining approvals by the appropriate ORD managers prior to releasing a scientific or technical work product." All journal articles, reports and presentations which describe EPA / ORD funded research are scientific or technical work products that must go through the clearance process prior to their release.

2. The Contractor shall coordinate their actions and the timing of the public meeting with representatives of Region 5 and the State of Ohio.
3. Measure the Mn content of hair samples and report the results to the EPA. As part of Contract EP-11-D-000424, the Contractor analyzed toenail samples collected during the November 2011 study in East Liverpool for Mn content. The Contractor shall use the same or an equivalent method to analyze all of the hair samples collected during this study. The Contractor shall ensure that any changes in the sample preparation, analysis, or data handling procedures do not affect the ability to make comparisons between the toenail and hair datasets.
4. Prepare a journal article suitable for submission to a peer-reviewed journal which specializes in topic areas such as environmental health, epidemiology, clinical results, or exposure assessment (hereafter



referred to as Manuscript 1). The EPA anticipates that the article will be 20 typeset pages (including figures and references). Short Communications (of less than 1,000 words) and Meeting Proceedings papers (of less than 5 pages) will not be considered as acceptable to meet this requirement. The Contractor shall prepare an outline of the article with suggested conclusions and the anticipated journal for submission for comment by the EPA. The EPA will provide comments on the outline and approval for the target journal within 21 days of receipt. The Contractor shall write a rough draft of the article based on the reviewed outline suitable for EPA and any other coauthor's review. The EPA will provide comments on the draft within 21 days of receipt.

5. Prepare a journal article suitable for submission to a peer-reviewed journal which specializes in topic areas such as environmental health, epidemiology, clinical results, or exposure assessment (hereafter referred to as Manuscript 2). The EPA anticipates that the article will be 20 typeset pages (including figures and references). Short Communications (of less than 1,000 words) and Meeting Proceedings papers (of less than 5 pages) will not be considered as acceptable to meet this requirement. The Contractor shall prepare an outline of the article with suggested conclusions and the anticipated journal for submission for comment by the EPA. The EPA will provide comments on the outline and approval for the target journal within 21 days of receipt. The Contractor shall write a rough draft of the article based on the reviewed outline suitable for EPA and any other coauthor's review. The EPA will provide comments on the draft within 21 days of receipt.
6. Prepare a Final Report of no more than 3 pages which details the data analysis results to date. The Contractor shall include all biological sample laboratory analysis results as an addendum to this Report. A draft of this report shall be due 10 months after the award of this Contract. The EPA will review and provide comment on this report within 21 days. The contractor shall incorporate any EPA comments and provide a final version of this report no more than 30 days after the receipt of the EPA's comments.

In Option Year One, the Contractor shall perform the following Tasks:

1. Incorporate any EPA comments to the draft of Manuscript 1. The EPA will clear the article through the EPA Clearance Process within 21 calendar days of receipt (due to the requirements described above). After the article has been cleared, the Contractor shall submit the article to the specified Journal.
2. Incorporate journal reviewer comments and submit the final Manuscript 1 article to the journal for publication. The Contractor shall be responsible for all publication charges. The Contractor shall submit the final journal acceptance notice upon receipt.
3. Incorporate any EPA comments to the draft of Manuscript 2. The EPA will clear the article through the EPA Clearance Process within 21 calendar days of receipt (due to the requirements described above). After the article has been cleared, the Contractor shall submit the article to the specified Journal.
4. Incorporate journal reviewer comments and submit the final Manuscript 2 article to the journal for publication. The Contractor shall be responsible for all publication charges. The Contractor shall submit the final journal acceptance notice upon receipt.
5. Prepare a journal article suitable for submission to a peer-reviewed journal which specializes in topic areas such as environmental health, epidemiology, clinical results, or exposure assessment (hereafter

referred to as Manuscript 3). The EPA anticipates that the article will be 20 typeset pages (including figures and references). Short Communications (of less than 1,000 words) and Meeting Proceedings papers (of less than 5 pages) will not be considered as acceptable to meet this requirement. The Contractor shall prepare an outline of the article with suggested conclusions and the anticipated journal for submission for comment by the EPA. The EPA will provide comments on the outline and approval for the target journal within 21 days of receipt. The Contractor shall write a rough draft of the article based on the reviewed outline suitable for EPA and any other coauthor's review. The EPA will provide comments on the draft within 21 days of receipt.

6. Prepare a journal article suitable for submission to a peer-reviewed journal which specializes in topic areas such as environmental health, epidemiology, clinical results, or exposure assessment (hereafter referred to as Manuscript 4). The EPA anticipates that the article will be 20 typeset pages (including figures and references). Short Communications (of less than 1,000 words) and Meeting Proceedings papers (of less than 5 pages) will not be considered as acceptable to meet this requirement. The Contractor shall prepare an outline of the article with suggested conclusions and the anticipated journal for submission for comment by the EPA. The EPA will provide comments on the outline and approval for the target journal within 21 days of receipt.
7. Prepare a Final Report of no more than 4 pages which details the data analysis results to date. A draft of this report shall be due 10 months after the start of the Option Year. The EPA will review and provide comment on this report within 21 days. The contractor shall incorporate any EPA comments and provide a final version of this report no more than 30 days after the receipt of the EPA's comments.

In Option Year Two, the Contractor shall perform the following Tasks:

1. Incorporate any EPA comments to the draft of Manuscript 3. The EPA will clear the article through the EPA Clearance Process within 21 calendar days of receipt (due to the requirements described above). After the article has been cleared, the Contractor shall submit the article to the specified Journal.
2. Incorporate journal reviewer comments and submit the final Manuscript 3 article to the journal for publication. The Contractor shall be responsible for all publication charges. The Contractor shall submit the final journal acceptance notice upon receipt.
3. Write a rough draft of the article, Manuscript 4, based on the reviewed outline suitable for EPA and any other coauthor's review. The EPA will provide comments on the draft within 21 days of receipt.
4. Incorporate any EPA comments to the draft of Manuscript 4. The EPA will clear the article through the EPA Clearance Process within 21 calendar days of receipt (due to the requirements described above). After the article has been cleared, the Contractor shall submit the article to the specified Journal.
5. Incorporate journal reviewer comments and submit the final Manuscript 4 article to the journal for publication. The Contractor shall be responsible for all publication charges. The Contractor shall submit the final journal acceptance notice upon receipt.
6. Summarize the project descriptions, study protocols, study population demographics descriptions provided in the Study Plan that was submitted as part of Contract EP-11-D-000424 in a style suitable

for an EPA Report. The Contractor shall summarize the analytical method sections, statistical method sections, and the study results sections of the Manuscripts developed during Contract EP-11-D-000424 and during this Contract in a style suitable for an EPA Report. The EPA anticipates that this summary will be based on previously supplied materials and will be no more than 75 pages in length. The EPA Report style guide "Handbook for Preparing Office of Research and Development Reports, Third Edition" can be found on the EPA's National Service Center for Environmental Publications (NSCEP) website:

<http://www.epa.gov/nscep/index.html>

7. Prepare a Final Report of no more than 5 pages which details the data analysis results to date. The Contractor shall include all of the data from the East Liverpool, Ohio study; any data from other sources used in comparisons between communities; the results of data analyses; any statistical programming code; all data documentation and / or metadata as an addendum to this Report. A draft of this report shall be due 10 months after the start of the Option Year. The EPA will review and provide comment on this report within 21 days. The contractor shall incorporate any EPA comments and provide a final version of this report no more than 30 days after the receipt of the EPA's comments.

#### D. Government Responsibilities

The EPA will be responsible for annual renewals of the approval for the study from the EPA IRB of record, the University of North Carolina Institutional Review Board, and EPA Human Subjects Approval. The EPA will obtain clearance for the public meeting presentation package with 14 calendar days of receipt (due to the requirements described above). The EPA will provide comments on the outlines and manuscript drafts within 21 days of receipt. The EPA will clear the manuscripts through the EPA Clearance Process within 21 calendar days of receipt (due to the requirements described above). The EPA will provide comments on the draft Final Reports within 21 days of receipt